Procedures for the Purchase of Novell via the Department of Budget & Management (DBM) Novell Software Reseller Contract with ASAP Software Express, Inc.

A) PURPOSE

These procedures establish a uniform process for authorized users to follow in order to obtain products available under the State's Master Licensing Agreement (MLA) with Novell, Inc. and from the State's Novell Software Reseller contract with ASAP Software Express, Inc. (ASAP).

The procedures provide direction for:
- Requesting bids from ASAP
- Verifying prices and quotes
- Purchase Order requirements
- Auditing purchases for contract compliance

B) PRODUCT CATEGORIES

The ASAP contract provides for five (5) categories of products:

Category 1 - License
Category 2 - Maintenance
Category 3 - Media
Category 4 - Premium Support
Category 5 - Novell Premium Support Upgrade

C) ACQUISITION PROCEDURES
It is the responsibility of all user's of this contract each time a purchase is made to retain all documents until contract closeout, validate prices, and timely process acceptance of products and invoices.

1) ASAP Bid Request

a. All users will complete a Novell MLA Order Form and submit it to ASAP for each quotation requested under this contract. The MLA Order Form is available on the DBM website and may be updated periodically without notice. Users must utilize the most current version of the form and are encouraged to refer to this site each time a bid request is initiated.

2) Price Verification

ASAP shall respond in writing (completing the Contractor's part of the MLA for) to customers within 24 hours of receiving an order.

a. ASAP shall provide written price quotations that include the applicable Archived List Price as of MLA start date, applicable current Novell list price, percentage discount and contract price for each product requested.

b. The discount prices for products authorized under this contract are stated as a percentage of the Novell List Price:

Category 1 - License: 44.88% of Novell list price
Category 2 - Maintenance: 44.88% of Novell list price
Category 3 - Media: No discount required
Category 4 - Premium Support 10.00% of Novell list price
Category 5 - Premium Support Upgrade 10.00% of Novell list price

<u>For example:</u>
If the Novell Premium Service list price is $100.00 and the fixed percent discount (percentage discount) is 44.88%, then the Discount Value is ($100.00 x 0.4488) $44.88, and the Discount Price is ($100.00 - $44.88) = $55.12.

d. The List Price is established by Novell and is the price for the respective Novell products & services available. It is available at Novell's website (**http://www.novell.com/licensing/price.html**) and is subject to change by Novell without notice. The Novell list price may be obtained in writing directly from Novell.

2) Processing Requests through ADPICS

a. Users that process purchase orders via the statewide ADPICS may use any purchase order document and document type combination. In all cases, the DBM Novell Reseller Blanket Purchase Order (BPO) number 050B6800001 and commodity codes are mandatory data elements. Therefore, each purchase order shall include one or more of the following ADPICS commodity codes:

- Novell License: 92007-000001
- Novell Maintenance: 92007-000002
- Novell Media: 92007-000003
- Novell Premium Support: 92007-000004
- Novell Premium Support Upgrade: 92007-000005

In addition, the following coding is required on the additional element screens:

- PROCUREMENT METHOD: R
- CATEGORY OF WORK: R
- AWARD AUTHORITY: DBM

- MBE WAIVER: Y
- DESC: field is completed

b. Agencies such as MDOT that do not use Statewide ADPICS to process purchase orders are required to utilize similar data elements. Deviations from this procedure can only be authorized by DBM in writing. Purchases are subject to the same level of post audit review by DBM.

3) Order Processing

Once ASAP receives a Purchase Order, ASAP will:
a. Respond in writing to the customer within 24 hours.
b. Provide product order fulfillment (receipt by user) within five (5) business days after receipt of the order.
c. Provide an electronic "Order Confirmation" for each order within forty-eight hours of the customer's submitted request on a MLA Order Form
d. Provide invoicing to each user upon delivery.

5) Product Acceptance
After receipt of the product(s), the user shall install and test the product per their internal procedures. If the product(s) perform per the product's specifications, then the user shall acknowledge acceptance by:
a. In the Comment area of the MLA Order Form:
b. Writing the word "Accepted";
c. Writing the applicable Purchase Order Number;
d. Signing and dating the document indicating acceptance;
  (i)   Fax the signed MLA Order Form to ASAP at (847) 465-3277;
  (ii)   The signed copy shall be retained by the user and ASAP for the term of the contract.

E) Auditing Purchases For Contract Compliance

It is the responsibility of all user's of this contract each time a purchase is made to retain all documents until contract closeout, validate prices, and timely process acceptance of products and invoices.

a. DBM's Office of Information Technology/Strategic Planning shall review (post audit) purchases. DBM will provide the necessary information to State agency buyers to ensure that Novell purchases are obtained at the contract price, and monitor contract purchases for contract compliance The following information

must be provided to DBM within 30 days when requested by DBM:
  i. Copy of the written bid request to ASAP
  ii. Copy of the ASAP price quote
  iii. Copy of the Novell list price at the time of purchase
  iv. Copy of agency signed MLA acceptance form for purchase
  v. Copy of the purchase order

  b. If a post audit by DBM finds an agency substantially not following procedures, the agency BPO security may be reduced and/or preapproval may be required on future purchases.
  c. In all cases, the user must maintain all of the above documentation until contract closeout.

6) **ASSISTANCE**

For questions specific to the DBM contract for Novell software with ASAP Software, Inc. and the Novell MLA, please contact:

- **DBM Office of Information Technology**
  Strategic Planning Division
  Michael E. Balderson
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  E-Mail: mbalders@dbm.state.md.us
  Phone: (410) 260-7549
  Fax: (410) 974-5615

- **ASAP Software Express**
  www.asap.com
  850 Asbury Drive
  o Buffalo Grove, IL 60089
  Alan Zuckerman, Inside Account Manager
    - E-Mail: azuckerman@asap.com
    - Phone: 866-542-5077
    - Fax: 847-465-3277
  Darren Lewis, Sr. Account Executive
    - E-Mail: dlewis@asap.com
    - Phone: (888) 883-1029
    - Fax: (847) 465-3277

- **State ADPICS**:
  DBM Office of Information Technology

Service Desk
45 Calvert Street, Annapolis, MD 21401
E-Mail: servdesk@dbm.state.md.us
Phone: (410) 260-7778
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- **Novell:**
    Jack Melnikoff, Client Executive
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Additional Information concerning this MLA can be found at the DBM website under IT contracts. Links are also provided for ASAP and Novell.

http://www.dbm.maryland.gov/portal/server.pt?space=CommunityPage&cached=true&parentname=MyPage&parentid=0&in_hi_userid=1332&control=SetCommunity&CommunityID=237&PageID=0&portal=dbm